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14 SAN FRANCISCO, CA 94111  
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17 *Attorneys for Plaintiff*

18  
19 IN THE UNITED STATES DISTRICT COURT  
20  
21 FOR THE NORTHERN DISTRICT OF CALIFORNIA

22 Karen Moe Humphreys,

No. C 04 3808 SI (EDL)

23 Plaintiff,

24 v.

25 **STIPULATED AGREEMENT RE**  
26 **CONFIDENTIALITY OF MATERIALS**  
27 **AND INFORMATION COMMUNICATED**  
28 **IN PREPARATION FOR POTENTIAL**  
**MEDIATION**

29 Regents of the University of California, University  
30 of California, Berkeley, Department of  
31 Intercollegiate Athletics and Recreational Sports,  
32 Steve Gladstone, in his individual and official  
33 capacity, and Mark Stephens, in his individual and  
34 official capacity,

35 Defendants.

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*Humphreys v. Regents of University of California, et al.; Case No. C 04 3808 SI*

**STIPULATED AGREEMENT RE CONFIDENTIALITY OF MATERIALS AND INFORMATION**  
**COMMUNICATED IN PREPARATION FOR POTENTIAL MEDIATION**

1 WHEREAS, on February 27, 2007, Plaintiff informed Defendants of her intent to renew her  
2 motion for terminating sanctions on March 6, and

3 WHEREAS, on February 28, Defendants informed Plaintiff by telephone that they intended to  
4 substitute new counsel for Lafayette & Kumagai, and requested that Plaintiff defer filing her motion  
5 for terminating sanctions, to which Plaintiff subsequently agreed; and

6 WHEREAS, the parties have met and conferred including a session in Judge LaPorte's  
7 courtroom on March 14, 2007 attended by all counsel, a session on March 26, 2007 attended by  
8 counsel for the University and counsel for Plaintiff, and a session on April 6, 2007 attended by  
9 counsel for the University and counsel for Plaintiff; and

10 WHEREAS, University counsel and counsel for the individual defendants have requested  
11 additional time to come up to speed to evaluate both the underlying case and the issues regarding  
12 discovery that are the subject of the reference proceedings in order to determine whether a mediated  
13 solution is a practical alternative at this stage of the proceedings; and

14 WHEREAS, University counsel has requested that Plaintiff refrain from filing her motions for  
15 terminating sanctions and monetary sanctions in order for the University to make such determinations;  
16 and

17 WHEREAS, Plaintiff has agreed to refrain from filing her motions for terminating sanctions  
18 and monetary sanctions until after April 27, 2007, which is the expected date for the University to  
19 make its determination; and

20 WHEREAS, the parties have had discussions and intend to continue their discussions for the  
21 purposes of determining whether the case can be resolved through mediation or otherwise settled  
22 pending the University's decision.

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*Humphreys v. Regents of University of California, et al.*; Case No. C 04 3808 SI (EDL)

**STIPULATED AGREEMENT RE CONFIDENTIALITY OF MATERIALS AND INFORMATION  
COMMUNICATED IN PREPARATION FOR POTENTIAL MEDIATION**

1 IT IS STIPULATED that:

2 1. Plaintiff and Defendants (together, the "parties") agree that all documents, materials,  
3 conversations, information, writings, or communications exchanged between counsel for Plaintiff, on  
4 the one hand, and counsel for Defendants or any of them, on the other hand, for the purpose of, in the  
5 course of, or pursuant to the parties determining whether the case can be resolved through mediation  
6 or settled, shall be deemed "confidential materials." A party exchanging any "confidential materials"  
7 with another party may label, state or otherwise indicate, orally or in writing, that they are intended to  
8 be "confidential" or "Confidential: To Be Used for Mediation or Settlement Purposes Only," in  
9 which case they shall be deemed "confidential materials." The parties agree that this stipulation  
10 applies to all "confidential materials" exchanged prior to the execution of this stipulation.

11 2. No party to whom "confidential materials" have been provided by another party shall  
12 make use of, or disclose, such "confidential materials" for any purpose other than to attempt to  
13 mediate or settle the case, or to determine whether the case can be resolved through mediation or  
14 settled.

15 3. No party shall seek to admit into evidence, subject to discovery, or otherwise disclose  
16 or disseminate any "confidential materials" or information therein.

17 4. No party shall seek to compel disclosure of any "confidential materials" or information  
18 therein in any arbitration, administrative adjudication, civil action, or other non-criminal proceeding in  
19 which, pursuant to law, testimony can be compelled to be given.


20 5. Notwithstanding anything else to the contrary herein, to the extent "confidential  
21 materials" or information therein were already publicly available prior to being exchanged between  
22 the parties, or to the extent the party exchanging "confidential materials" later makes disclosure of  
23 those "confidential materials" or information therein for a purpose other than to attempt to mediate or


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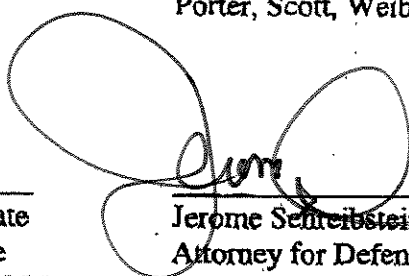
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1 resolve the case, any other party may then make any otherwise permissible use of such "confidential  
2 materials" or information therein.

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4  
5  4/23/07  
6 Kathleen V. Fisher Date  
7 Attorney for Plaintiff  
8 Calvo & Clark LLP

9  
10  4/23/07  
11 Nancy Sheehan Date  
12 Attorney for Defendant University of California  
13 Porter, Scott, Weiberg & Delehant

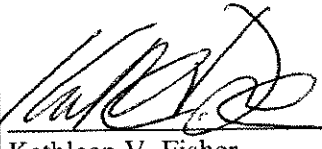
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16  4.23.07  
17 Raoul Kennedy Date  
18 Attorney for Defendant Steve Gladstone  
19 Skadden, Arps, Slate, Meagher & Flom LLP

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21  
22  4.23.07  
23 Jerome Schreibstein Date  
24 Attorney for Defendant Mark Stephens  
25 Payne & Fears LLP

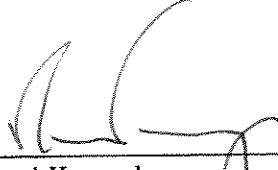
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Mary Oppedahl Date  
Attorney for Defendant University of California  
Reed Smith LLP

1 resolve the case, any other party may then make any otherwise permissible use of such "confidential  
2 materials" or information therein.

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4  
5  4/23/07  
6 Kathleen V. Fisher Date  
7 Attorney for Plaintiff  
8 Calvo & Clark LLP

Nancy Sheehan Date  
Attorney for Defendant University of California  
Porter, Scott, Weiberg & Delehant

9  
10  4/23/07  
11 Raoul Kennedy Date  
12 Attorney for Defendant Steve Gladstone  
13 Skadden, Arps, Slate, Meagher & Flom LLP

Jerome Schreiberstein Date  
Attorney for Defendant Mark Stephens  
Payne & Fears LLP

14  
15 Mary Oppedahl Date  
16 Attorney for Defendant University of California  
17 Reed Smith LLP

